

Fill in this information to identify the case:

Debtor 1 Abraham Jason Kubetin
Debtor 2 Carly Renee Kubetin
(Spouse, if filing)
United States Bankruptcy Court for the : Southern District of Ohio
(State)
Case number 2:19-bk-56111

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: NewRez LLC d/b/a Shellpoint Mortgage Servicing**

Court claim no. (if known): 8-1

Last four digits of any number you use to identify the debtors' account: XXXXXX5226

Date of payment change:
Must be at least 21 days after date of this notice 2/1/2021

New total payment:
Principal, interest, and escrow, if any \$1,384.78

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtors' escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment : \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtors' principal and interest payment change based on an adjustment to the interest rate in the debtors' variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 4.25%

New interest rate: 2.625%

Current principal and interest payment: \$ 928.52

New principal and interest payment: \$ 835.92

Part 3: Other Payment Change

3. Will there be a change in the debtors' mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1

Abraham Jason Kubetin

First Name Middle Name Last Name

Case number (if known) 2:19-bk-56111

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/Phillip Raymond Date 12/18/2020
Signature

Print: Phillip Raymond Title Authorized Agent for Creditor
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road
Number Street
Roswell GA 30076
City State ZIP Code

Contact phone 732-692-6872 Email Phillip.Raymond@mccalla.com

****Please note Creditor is in the process of filing a Transfer of Claim to reflect Creditor as the Transferee of this Claim. However, this Notice of Mortgage Payment Change is being filed to ensure Creditor's compliance with Fed. R. Bankr. P. 3002.1.**

In Re:

Abraham Jason Kubetin
Carly Renee Kubetin

Bankruptcy Case No.: 2:19-bk-56111

Chapter: 13

Judge: C. Kathryn Preston

CERTIFICATE OF SERVICE

I, Phillip Raymond, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Abraham Jason Kubetin
8794 Rock Dove Road
Lewis Center, OH 43035

Carly Renee Kubetin
8794 Rock Dove Road
Lewis Center, OH 43035

Marshall D Cohen
Marshall D. Cohen Co., LLC
1335 Dublin Road, Suite D 208
Columbus, OH 43215

(served via ECF Notification)

Edward A. Bailey
Chapter 13 Trustee
130 E. Wilson Bridge Road, Suite 200
Worthington, OH 43085

(served via ECF Notification)

U.S. Trustee
Asst US Trustee (Col)
Office of the US Trustee
170 North High Street, Suite 200
Columbus, OH 43215

(served via ECF Notification)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 12/22/2020
(date)

By: /s/Phillip Raymond
Phillip Raymond
Authorized Agent for Creditor



Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC29603-0826
Customer Service: (800) 365-7107
LoanServicing@ShellpointMtg.com

ABRAHAM KUBETIN
8794 ROCK DOVE RD
LEWIS CENTER, OH 43035

Loan Number: [REDACTED]

Changes to Your Mortgage Interest Rate and Payments on January 1, 2021

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a one-year period during which your interest rate stayed the same. That period ends on January 1, 2021, so on that date your interest rate and mortgage payment change. After that, your interest rate may change annually for the rest of your loan term.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	4.25%	2.625%
Principal and Interest	928.52	835.92
Escrow (Taxes and Insurance)	548.86	548.86
Total Monthly Payment	\$1,477.38	\$1,384.78 (due February 1, 2021)

IMPORTANT: To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Creditor retains rights under its security instrument, including the right to foreclose its lien.

Interest Rate: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is the LIBOR-1Y and your margin is 2.25%. The LIBOR-1Y index is published Daily in the Wall Street Journal. The index rate plus margin will be rounded to the nearest 0.125%.

Rate Limits: Your rate cannot go higher than 9.375% over the life of the loan. Your rate can increase annually by no more than 2.00%. Your rate can decrease annually by no more than 2.00%.

New Interest Rate and Monthly Payment: The table above shows your new interest rate and new monthly payment. These amounts are based on the LIBOR-1Y index, your margin, your loan balance of 117,414.65, and your remaining loan term of 168 months.

Prepayment Penalty: Keep in mind that if you pay off your loan, refinance or sell your home before , you could be charged a penalty. Contact Shellpoint Mortgage Servicing at (800) 365-7107 or LoanServicing@ShellpointMtg.com for more information, such as the maximum amount of the penalty you could be charged.

Prepayment Penalty: None